

**U.S. GOVERNMENT LEASE
FOR REAL PROPERTY (Short Form)**

REQUIREMENTS

A. The Government of the United States of America is seeking to lease approximately 6.35 acres of land located in Kingman, Arizona for immediate occupancy.

OFFER

(To be completed by Offeror/Owner)

B. This Offer shall remain open until Close of Business on May 15, 2017

C. Name and Address of Owner:

Kingman Airport Authority, Inc.
7000 Flightline Drive
Kingman, AZ 86401

Telephone Number: (520) 757-2134

D. Owner is a corporation? X

E. Owner is a small business a small disadvantaged business ☒ a women-owned small business ("Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipts of \$110 million or less for the preceding three fiscal years.).

F. Name and Title of Person Authorized to sign Offer Owner X Authorized Representative

Name: Krystal Baez Title: President
(Print)

Signature: [Signature] Date: 5/18/17

AWARD

G. This award will be made on the basis of the acceptable offer with the lowest per square foot price.

H. Acceptance of offer and award: This lease contract consists of 27 pages, including the following attachments which are incorporated and made a part hereof:

GSA Form 3517 - General Clauses-15 Pages

GSA Form 3518 - Representations and Certifications- 6 Pages

I. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America

Signature: [Signature]
Barbara Burns-Fink, Contracting Officer

Date: 5/22/17

Kingman, Arizona
Bureau of Land Management
Fire Lease Agreement
Lease Agreement
LEASE NUMBER L17PL000 12

WITNESSETH: The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. AGREEMENT:

LESSOR, Kingman Airport Authority, Inc. ("LESSOR"), leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 6.35 acres of land, comprised of two parcels, Parcel A and Parcel B more particularly described below, for Government aerial firefighting base and air tanker use located at 9990 Flightline Drive, Kingman, AZ 86401. Use including but not limited to, operating flights for fire-fighting, shuttle training, inspection, emergency and other reasons, transporting and loading and unloading persons, cargo and property to and from the premises and air tanker and helicopter use for the operation of its Kingman District Fire Management Program.

Parcel A

A portion of the NW ¼ of Section 25, T.22 N., R.16 W., G. & S.R.M., Mohave County, Arizona being more particularly described as follows.

COMMENCING at the NW corner for said Section 25 being a 2 ins. ODIP W/USGLO Brass Cap; thence S.28°13'03"E. (Basis of Bearings; Grid North per the City of Kingman Project Datum), 946.08 feet to the point of beginning;

Thence S.89°54'37"E., 126.70 feet;

Thence S.00°04'58"W., 352.11 feet;

Thence N.89°49'29"W., 127.27 feet;

Thence N.00°10'33"E., 352.00 feet to the point of beginning.

This parcel contains 1.03 acres more or less

Parcel B

A portion of the NW ¼ of section 25, T.22 N., R.16W., G. & S.R.M., Mohave County, Arizona being more particularly described as follows:

COMMENCING at the NW corner for said Section 25 being a 2 ins. ODIP W/USGLO Brass Cap; thence S.28°13'03"E. (Basis of Bearings; Grid North Per the City of Kingman Project Datum), 946.08 feet to the point of the beginning;

Thence N.15°45'22"E., 483.22 feet;

Thence S.89°37'19"E., 245.00 feet;

Thence S.00°09'23"W., 817.98 feet;

Thence N.89°30'13"W., 247.80 feet;

Thence N. 00°04'58"E., 352.11 feet;

Thence N.89°52'37"W., 126.70 feet to the point of the beginning.

This parcel contains an area of 5.32 Acres More or Less

Initials:

RA

Lessor

RA

Government

2. TERM:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 20, 2017 and continuing through January 19, 2037, subject to termination as is hereinafter set forth.

3. RENTAL:

Rental payments referenced herein are made in accordance with the Wildland Fire Legislation as updated in the Continuing Resolution of the Consolidate Appropriations Act, 2016, which became Public Law 114-113 on December 18, 2015.

- A. BLM shall pay LESSOR in advance during the 20 year term in accordance with the following rental schedule which is escalated annually by 3%.

Year	Annual Rent Escalation	Annual Rental Amount
2017		7,929
2018	3%	8,167
2019	3%	8,412
2020	3%	8,664
2021	3%	8,924
2022	3%	9,192
2023	3%	9,467
2024	3%	9,751
2025	3%	10,044
2026	3%	10,345
2027	3%	10,656
2028	3%	10,975
2029	3%	11,304
2030	3%	11,644
2031	3%	11,993
2032	3%	12,353
2033	3%	12,723
2034	3%	13,105
2035	3%	13,498
2036	3%	13,903

- B. Rent for a lessor period shall be prorated. In the event either party exercises its option to terminate, rentals received shall be prorated in monthly increments to coincide with the termination date in accordance with the rental schedule.
- C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM).

Initials:



Lessor



Government

4. TERMINATION:

GOVERNMENT and LESSOR both have the following termination rights:

- A. Termination will require 120 days' written notification to the other party.
- B. If this Lease Agreement is terminated, written notification may only be mailed between October 1 and February 1 of any year.
- C. Said notice shall be computed commencing with the first business day after the date of mailing.

5. UTILITIES AND MAINTENANCE OF THE LEASED PREMISES:

- A. GOVERNMENT shall be responsible for and shall pay for: (i) all utilities provided to the Leased Premises, including gas, electricity, water, services to the existing septic system, trash removal, snow removal and communication services; and, (ii) all maintenance of the Leased Premises, which includes normal maintenance and upkeep of the Leased Premises and improvements thereon in a safe and presentable condition, free of refuse and debris consistent with good business practice and maintain identification signs and/or other facility or station signs.
- B. In addition to all existing GOVERNMENT-provided structures, during the term of this Lease Agreement, GOVERNMENT shall have the right to construct, at its own expense, improvements, alterations, erect structures or signs in or upon the Leased Premises or additions to the Leased Premises, provided that:
 - 1. All improvements, alterations, and additions are performed by qualified and licensed contractors and subcontractors who are people skilled in their respective trades and work is done in a workmanlike manner, present a professionally finished appearance, and work will be acceptable to the Contracting Officer's Representative; and
 - 2. Prior to the installation of new structures or interior renovations that affect the structural integrity of any existing improvements, GOVERNMENT may make installations at the Leased Premises, by adhering to the following protocols:

GOVERNMENT submits the proposed plans to LESSOR for its review, and:

- a. LESSOR determines in its sole discretion that the proposed improvements, alterations or additions are consistent with the Airport's master and land use plans; and
- b. In reviewing and approving proposed installation of improvements, alterations and additions submitted by GOVERNMENT to LESSOR, the LESSOR'S approval shall not be unreasonably withheld. GOVERNMENT shall provide for all improvements and additions to the Leased Premises at its own expense.

Initials:

R

Lessor

BRT

Government

6. WAIVER OF RESTORATION:

GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and GOVERNMENT shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs.

7. LIABILITY:

GOVERNMENT is responsible for the Leased Premises located at 9990 Flightline Drive, Kingman, AZ, as determined under and in accordance with this Lease Agreement and the laws of the State of Arizona, but limited by the laws of the United States of America.

GOVERNMENT shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

8. QUIET ENJOYMENT:

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR'S various rights contained elsewhere in this Lease Agreement.

9. BENEFITS:

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

10. RELATIONSHIP OF PARTIES:

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any improvement thereon.

11. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to LESSOR shall be mailed to:

Initials:


Lessor


Government

Kingman Airport Authority, Inc.
7000 Flightline Drive
Kingman, AZ 86401

Telephone: (520) 757-2134

All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management
Barbra Burns-Fink
National Operations Center Denver Federal Center Building #50, OC651
P.O. Box 25047
Denver, CO 80225-0047

Telephone: (303) 236-9446

All on-site notifications to **GOVERNMENT** shall be made to:

Contracting Officer's Representative:
Telephone:

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

12. ENTIRE AGREEMENT:

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.


13. CONFLICT BETWEEN CLAUSES:

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

AGREED AND EXECUTED as below written:

ATTEST:

LESSOR:

 5/18/17

President Date

Initials:



Lessor



Government

This Lease Agreement is not binding on the GOVERNMENT unless signed below by GOVERNMENT Leasing Contracting Officer.

GOVERNMENT:
UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT



Barbara Burns-Fink
Contracting Officer

05/22/17

Date

Initials:  

Lessor Government

REPRESENTATIONS AND CERTIFICATIONS
(Acquisition of Leasehold Interests in Real Property)

LEASE NUMBER
L17PL000 12

Dated:
01/19/2017

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 531190

(2) The small business size standard is \$17.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program.
[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions:

"Common Parent" as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the BLM to collect and report on any delinquent amounts arising out of the Offeror's relationship with the BLM (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- * ☒ TIN: 86-070842/6
- * ☐ TIN has been applied for.
- * ☐ TIN is not required because:
- * ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- * ☐ Offeror is an agency or instrumentality of a foreign government;
- * ☐ Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- * ☐ Sole proprietorship;

- * ☐ Partnership; Not a corporate entity;
- * ☐ Corporate entity (not tax-exempt);
- * ☐ Corporate entity (tax-exempt);
- * ☐ Government entity (Federal, State, or local);
- * ☐ Foreign government;
- * ☐ International organization per 26 CFR 1.6049-4;
- * ☐ Other _____.

(f) *Common Parent.*

- * ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- * ☐ Name and TIN of common parent:

Name: _____

TIN: _____

3. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

4. OFFEROR'S DUNS NUMBER (APR 1996)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 826 844 128

5. SYSTEM FOR AWARD MANAGEMENT

The System for Award Management (SAM) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in SAM prior to lease award. The Offeror shall register via the internet at <https://www.sam.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active Yes ☒ No ☐ Will Register ☐

If registered, enter date registered: July, Annually

OFFEROR OR AUTHORIZED REPRESENTATIVE* (*Same person who signed page 1 of the lease agreement)	Name and Address (Including ZIP Code) <i>Kingman Airport Authority/Inc</i> <i>7000 Dignity Drive</i> <i>Kingman, AZ 86401</i> <i>Krystal Bunge, President</i> Signature	Telephone Number <u>929 757-2134</u>
		Date